# **EXHIBIT**





### **Solar Energy System Purchase & Installation Agreement**

### **PARTIES**

This Solar Energy System Purchase & Installation Agreement (this "Agreement") must be signed and delivered by both Buyer and Contractor before any work may be performed.

March 29, 2021 | 8:33 PM EDT **Date:** 

#### Buyer (Owner or Customer):

Gregory Bowe

Primary Phone #: 7406910242 Secondary Phone #: 7406910242 Email address: Bowegreg75@gmail.com

#### Contractor (Seller)

Power Home Solar LLC 919 North Main Street Mooresville, NC 28115 1-800-765-2715

Email: customerservice@powerhome.com

www.PowerHome.com FEIN 30-0839854

NC License: NCGC 60946/EL 26074-U SC License: SCGC G119763/EL M113628 MI License: Residential Builder #2102214053

VA License: VAGC 2705165346

OH License: 48524

PA HIC Registration No.: PA143619

TN Contractor License: 74358 (Unlimited; CE)

MO License: 2019026037

Project Site: 211 Locust Street, Belpre, OH 45714 (the "Property")

## **ENCLOSURES**

- 1. Scope of Work
- 2. Price and Payment Schedule
- 3. Terms and Conditions
- 4. Signatures
- 5. Exhibit A: Letter of Authorization
- 6. Exhibit B: Commercial General Liability Insurance (CGL) and Other Insurance Notification
- 7. Exhibit C: Worker's Compensation Insurance Notification
- 8. Exhibit D: Mechanics' Lien Warning
- 9. Exhibit E: Notice of Cancellation
- 10. Exhibit F: Arbitration Agreement

#### **DISCLAIMERS:**

AS PART OF THE INFORMATION PROVIDED TO BUYER AT (OR BEFORE) THE TIME OF SALE, CONTRACTOR MAY PROVIDE *PROJECTIONS* OF ENERGY PRODUCTION FROM BUYER'S SOLAR ENERGY SYSTEM AND *ESTIMATES* OF BUYER'S PROJECTED ENERGY CONSUMPTION AND COST SAVINGS (COLLECTIVELY, THE "PROJECTIONS"). THE ENERGY PRODUCTION PROJECTIONS THAT ARE INCLUDED IN THE PROJECTIONS ARE BASED, IN PART, ON FACTORS THAT ARE INHERENTLY VARIABLE, LIKE WEATHER CONDITIONS. SIMILARLY, THE ESTIMATES OF BUYER'S PROJECTED ENERGY CONSUMPTION AND COST SAVINGS THAT ARE INCLUDED IN THE PROJECTIONS ARE ALSO BASED ON FACTORS WHICH ARE INHERENTLY VARIABLE AND BEYOND THE CONTROL OF



CONTRACTOR, LIKE BUYER'S USAGE AND THE APPLICABLE MARKET COST OF ENERGY. EVEN SMALL VARIATIONS IN BUYER'S USAGE AND MINOR CHANGES IN ENERGY UNIT COSTS FROM BUYER'S APPLICABLE ENERGY PROVIDER WILL IMPACT BUYER'S ENERGY COST SAVINGS. AS A RESULT, THOUGH CONTRACTOR MAKES AN EFFORT TO REASONABLY PROJECT BOTH ENERGY PRODUCTION AND AN ESTIMATE OF ENERGY COST SAVINGS IN REGARD TO BUYER'S NEW SYSTEM, THE AMOUNTS PROVIDED FOR ENERGY PRODUCTION, USAGE AND SAVINGS ARE ILLUSTRATIVE AND HYPOTHETICAL ONLY AND (TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW) ARE NOT, AND SHALL NOT BE IN ANY WAY INTERPRETED TO BE, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, SHAPE OR FASHION. THE ESTIMATES, PROJECTIONS AND ASSUMPTIONS CONTAINED IN THE PROJECTIONS WERE COMPILED BASED ON INFORMATION SUPPLIED BY YOU AND OTHER THIRD PARTY SOURCES, AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY CONTRACTOR. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION, ESTIMATES, PROJECTIONS OR ASSUMPTIONS CONTAINED THEREIN, AND NOTHING CONTAINED HEREIN OR THEREIN IS, OR SHALL BE RELIED UPON AS, A PROMISE, REPRESENTATION, WARRANTY OR GUARANTEE, WHETHER IN THE PAST OR THE FUTURE WITH RESPECT TO SUCH PROJECTIONS (WHETHER RELATING TO ENERGY PRODUCTION, USAGE OR SAVINGS). TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, CONTRACTOR EXPRESSLY DISCLAIMS ANY SUCH PROMISE, REPRESENTATION, WARRANTY OR GUARANTEE (WHETHER ORAL, WRITTEN OR OTHERWISE). ULTIMATELY, THE ENERGY PRODUCTION, CONSUMPTION AND SAVINGS WITH RESPECT TO ANY GIVEN SYSTEM MAY VARY MATERIALLY FROM THOSE SET FORTH IN THE PROJECTIONS BASED, IN PART, WITHOUT LIMITATION, ON VARIOUS FACTORS THAT ARE INHERENTLY VARIABLE, LIKE WEATHER CONDITIONS, MAN-MADE OBSTRUCTIONS, NATURAL OBSTRUCTIONS (LIKE TREES AND OTHER SHADING ISSUES), AND OTHER FORCES OUTSIDE OF CONTRACTOR'S CONTROL. BUYER IS FURTHER ADVISED THAT TREES AND/OR OTHER OBJECTS CAUSING ANY SHADING ISSUES THAT ARE ADVERSE TO THE PROPER CONTRACTOR RECOMMENDED OPERATION OF BUYER'S SYSTEM MAY NEED TO BE REMOVED BY BUYER AT BUYER'S SOLE COST AND EXPENSE. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR SERVICES RENDERED BY SUBCONTRACTORS UNRELATED OR UNAFFILIATED WITH CONTRACTOR.

Buyer (initials):

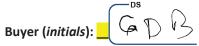
NET METERING AND SIMILAR EXCESS OR SURPLUS OUTFLOW CREDITS (IF ANY) CONTAINED IN THE PROJECTIONS ARE <u>ESTIMATED</u> BASED ON YOUR UTILITY RULES AND STATE STATUTES OR OTHER REGULATIONS (OR OTHER THIRD-PARTY RESOURCES), AND ARE <u>NOT</u> GUARANTEED BY CONTRACTOR. THESE AMOUNTS ARE SUBJECT TO CHANGE FROM TIME TO TIME BY, AMONG OTHER THINGS, CHANGES IN REGULATIONS, AND ANY CHANGE WOULD HAVE AN IMPACT (POTENTIALLY SIGNIFICANT) ON THE ASSUMPTIONS AND ESTIMATES IN THE PROJECTIONS.

Buyer (initials):

FEDERAL, STATE, LOCAL OR UTILITY REBATES, TAX CREDITS, INCENTIVES AND/OR POWER RATE ADJUSTMENTS (IF ANY), INCLUDING POTENTIAL PARTICIPATION IN ANY RENEWABLE ENERGY CREDIT OR SIMILAR PROGRAM, RELATING TO THE PROJECT AND THE SYSTEM ARE ESTIMATED ONLY BASED ON EXISTING UTILITY RULES AND FEDERAL AND STATE STATUTES OR OTHER REGULATIONS (OR OTHER THIRD-PARTY RESOURCES), AND ARE <u>NOT</u> GUARANTEED BY CONTRACTOR. THESE AMOUNTS ARE SUBJECT TO CHANGE FROM TIME TO TIME BY, AMONG OTHER THINGS, CHANGES IN REGULATIONS, AND ANY CHANGE WOULD HAVE AN IMPACT



(POTENTIALLY SIGNIFICANT) ON THE ASSUMPTIONS AND ESTIMATES IN THE PROJECTIONS.



FOR PENNSYLVANIA RESIDENTS ONLY: The official registration number of Power Home Solar LLC can be obtained from the Pennsylvania Office of Attorney General's Bureau of Consumer Protection by calling toll-free within Pennsylvania 1-888-520-6680. Registration does not imply endorsement.

FOR VIRGINIA RESIDENTS ONLY: Consumer is hereby notified of the existence of the Virginia Contractor Transaction Recovery Fund. The Virginia Contractor Transaction Recovery Fund provides relief to eligible consumers who have incurred losses through the improper and dishonest conduct of a licensed contractor. More information on the Fund or filing a claim can be obtained by visiting http://www.dpor.virginia.gov/Boards/Contractors\_Recovery\_Fund/ or by contacting the Board for claim information at the following address: Recovery Fund Office | DPOR, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, (804) 367-1559, email: RecoveryFund@dpor.virginia.gov.

FOR ILLINOIS RESIDENTS ONLY: Buyer acknowledges that Contractor has provided to Buyer a copy of the "Home Repair: Know Your Consumer Rights" pamphlet prior to the execution of this Agreement (a copy of the pamphlet can be found at http://illinoisattorneygeneral.gov/consumers/homerep0505c.pdf).

FOR WISCONSIN RESIDENTS ONLY: NOTICE CONCERNING CONSTRUCTIONS DEFECT. Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions. Buyer acknowledges that Contractor has provided to Buyer a copy of the "Wisconsin Law" brochure (found at https://www.housingalliance.us/wp-'Right to Cure content/uploads/RightToCure\_SinglePage.pdf).

<u>FOR TENNESSEE RESIDENTS ONLY</u>: All home improvement contractors must be licensed by the Tennessee Home Improvement Commission. Any inquiries about a contractor should be transmitted to the Commissions office.

FOR OHIO RESIDENTS ONLY: EXCESS COSTS. IF AT ANY TIME A HOME CONSTRUCTION SERVICE REQUIRES EXTRA COSTS ABOVE THE COST SPECIFIED OR ESTIMATED IN THE CONTRACT THAT WERE REASONABLY UNFORESEEN, BUT NECESSARY, AND THE TOTAL OF ALL EXTRA COSTS TO DATE EXCEEDS FIVE THOUSAND DOLLARS OVER THE COURSE OF THE ENTIRE HOME CONSTRUCTION CONTRACT, YOU HAVE A RIGHT TO AN ESTIMATE OF THOSE EXCESS COSTS BEFORE THE HOME CONSTRUCTION SERVICE SUPPLIER BEGINS WORK RELATED TO THOSE COSTS. INITIAL YOUR CHOICE OF THE TYPE OF ESTIMATE YOU REQUIRE:

| written estimate | e oral estimate |
|------------------|-----------------|
| written estimati | e orar estimate |



#### FOR GEORGIA RESIDENTS ONLY:

GEORGIA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTED, IMPROVED, OR REPAIRED YOUR HOME. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

Notwithstanding anything to the contrary contained herein, the standards (the "Standards") for evaluating work and activities covered by the warranty (each, a "Covered Claim") described in Section 7 shall conform to the guidelines set forth in the current edition of the Residential Construction Performance Guidelines as published by the National Association of Home Builders (the "Guidelines"). To the extent there are no Standards set forth in the Guidelines for evaluating a particular Covered Claim, the Standards used shall be consistent with standard practices in the solar installation industry for evaluating similar Covered Claims.



# **SCOPE OF WORK**

In accordance with the terms of this Agreement, Contractor agrees to perform the following project on Buyer's behalf (the "Project") and the Project shall consist of Contractor providing all materials (equipment, hardware, and supplies), labor (design, administration, work and supervision), and all building permits / inspections required to complete and put into service the solar energy system (and related equipment) as specified below (collectively, the "System").

| 05/29/2021              | 05/30/2021                   |
|-------------------------|------------------------------|
| Approximate Start Date: | Approximate Completion Date: |

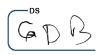
#### **Modules**

| QTY | Model        | <b>Mounting Structure</b> |
|-----|--------------|---------------------------|
| 13  | 330 - SILFAB | Roof Mount                |
|     |              |                           |
|     |              |                           |
|     |              |                           |

Battery Cabinet/Modules (Standard)

| Battery Cabinet/Wodales (Standard) |              |         |        |  |
|------------------------------------|--------------|---------|--------|--|
| QTY                                | Manufa       | Cost    |        |  |
| 1                                  | Generac      | battery | 20,000 |  |
|                                    | cabinet. Cor |         |        |  |
|                                    | (3) 3.0 kWh  |         |        |  |

| Additional Buttery Wodale(5) |              |                     |                                       |  |
|------------------------------|--------------|---------------------|---------------------------------------|--|
| QTY                          | Manufacturer |                     |                                       | Cost   |
|                              | (each        | (3.0<br>add         | kWh) <sup>0</sup><br>itional          | .00  |
|                              |              | QTY Manu<br>Generac | QTY Manufactur Generac (3.0 (each add | QTY Manufacturer  Generac (3.0 kWh) (each additional |

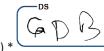


| Avg. Monthly kWh ( <u>Est</u> .) | System Size (kWh) | Est. Yearly Solar Production (kWh) |
|----------------------------------|-------------------|------------------------------------|
| 1187                             | 4.29              | 4,326                              |



Proposed System Savings Breakdown (Estimated):

| 55 | _Solar Offset % - Solar & SMARTPWR360° Energy Efficiency Package (EEP) (Yearly) *                      |
|----|--|
| 45 | _ Grid Electricity % - On Demand Power w/ Electricity Company (after installation and interconnection) |



\* The above are *estimates* of annual estimated average solar power production and grid power consumption (<u>not</u> monthly estimates) after solar installation and interconnection and are based, in part, on the previous 12 months historical electricity usage provided by Buyer. The above *estimates* will vary according to, among other things, changes in consumption or usage habits, weather conditions and/or climate changes. Contractor <u>does</u> <u>not</u> guarantee these percentages. Please see Disclaimers above.

| ADD | DITIONAL WORK:   |
|-----|--|
| Na  |  |
|     |  |
| NOT | 'ES:   |
| Na  |  |
|     |  |
| ROO | OF NOTES (include roof type and age): Corrugated metal 1 month |





| D | R | CF  | VND  | DAVI | <b>JENIT</b> | SCHE | JIII E |
|---|---|-----|------|------|--------------|------|--------|
| _ | N | ILE | AIND | PAII | VICINI       | SCHE | JULE   |

In exchange for the materials and labor provided by Contractor in connection with this Agreement, Buyer agrees to pay Contractor:

- The Total Control Duice on eat fouth heal
- in

| A.            | The Total Contract Price as set forth below.  |   |
|---------------|---|---|
| B.<br>Section | Any additional charges necessitated by any Change on 6 of the Terms and Conditions set forth below).  | Order(s) (as defined in and discussed in  |
| TOTA          | AL CONTRACT PRICE* (materials, labor and tax): \$   | \$49,099.50   |
| Less          | Projected Incentives (to be collected by Contractor): \$  | 0   |
| Net 0         | \$49,099.50 <b>\$49,099</b>   |   |
| the retail    | The pricing in this Agreement assumes that the Project is Agreement. In the case of Project delays beyond 90 equest of Buyer (i.e. for Buyer to obtain financing, or for Project with a re-roof or other construction projects), (I Contract Price to reflect the actual cost of material yed construction. Any such adjustments shall be in a ractor and Buyer.  | days from the date of this Agreement, at<br>or Buyer to coordinate the performance of<br>Contractor reserves the right to adjust the<br>s at the time of commencement of such |
| B.<br>its ov  | The Total Contract Price does <u>not</u> reflect Federal or Standard reflect Federal reflect Fe | • • • •   |
| PAYN          | MENT SCHEDULE   |   |
|               | Payment of Total Contract Price (check one): Buye   | r Financing* X Cash Payment   |
| Contr         | ver Financed Payment of Total Contract Price: The paymer ract Price of the System shall be determined by, and in a clated with this Agreement that elects to finance Buyer m.   | accordance with, the specific lender  |
| Cash          | Payment: The following schedule will be used if Buyer   | is electing to pay in cash for the System:  |
| A.<br>and c   | Na  Deposit –% of the Total Contract Price shall be paid delivery of this Agreement; and  | d by Buyer to Contractor upon the execution   |
| B.<br>Price   | Remaining Balance of Total Contract Price – the renshall be paid by Buyer to Contractor upon the Substantial Contractor   | <u> </u>  |

| <u>B.</u> <b>Remaining Balance of Total Contract Price –</b> the remaining% balance of the Total Contract       |
|---|
| Price shall be paid by Buyer to Contractor upon the Substantial Completion of Installation (as defined herein). |
| For purposes hereof, "Substantial Completion of Installation" shall mean that all System equipment has been     |
| installed and all System electrical connections have been made in accordance with the terms of this Agreement   |
| and are ready for permit inspection by applicable governmental authorities.                                     |
|   |

| Payment Made | Amount Due | Due | Description |
|--------------|------------|-----|-------------|
| 100% finance |            |     |             |
|              |            |     |             |



#### **TERMS AND CONDITIONS**

#### 1. General Provisions

Upon verbal or written notice from Buyer to proceed, Contractor shall commence work on the Project and shall continue diligently in its performance to completion. Contractor will perform all work in a professional and workmanlike manner and in compliance with applicable building codes and other applicable laws.

At Contractor's sole discretion, Contractor may employ or engage subcontractors including roofers or electricians to perform specialized portions of the Project as required. To the extent required under applicable law, Contractor will provide Buyer with information, such as names, addresses and telephone numbers, of any subcontractors engaged or employed to perform any work on the Project.

To the extent required by applicable law, all work on the Project shall be performed by individuals duly licensed and authorized by applicable law to perform said work on the Project.

Contractor shall comply with all local requirements for building permits, inspections and zoning, and shall be responsible for applying for and obtaining any building permits, licenses, interconnection applications or other regulatory approvals required for the completion of the Project. Buyer warrants and represents to Contractor that Buyer is the sole legal owner of the Property, and that he/she/they have the authority to enter into this Agreement.

#### 2. Scheduling; Buyer Cooperation

Contractor will commence work on the Project ("Project Work") as soon as practical after the date on which this Agreement is executed. "Project Work" is defined as any work necessary to prepare for construction of the Project, including submitting any applicable documents to the utility or rebate authority for the Project, preparing documents necessary for a building permit for the Project, or ordering materials for the Project. Contractor will diligently pursue all aspects of preparation and construction of the Project until Substantial Completion of Installation is complete, and Buyer hereby agrees and acknowledges that the period of time for Substantial Completion of the Project shall vary with the complexity, scope, and size of the Project.

Contractor is not responsible for any delays that are outside of the control of the Contractor, including, without limitation, delays caused by government agencies in approving rebates, building jurisdictions in approving building permits, or by utility companies in approving interconnection applications.

Buyer acknowledges and agrees that Buyer shall timely cooperate with Contractor in connection with the Project Work and the performance of Contractor's obligations under this Agreement (whether before, during or after the installation of the System), including, but not limited to, providing any documents or other information reasonably requested by Contractor in Buyer's possession, custody or control relating to the System and/or the Project and any claims, deficiencies or defects Buyer alleges with respect thereto (such as, by way of example only, and without limitation, up to 12 months of Buyer's utility bills in order for Contractor to adequately analyze post-installation consumption, savings and Buyer-alleged claims, deficiencies or defects in the System).

#### 3. Payment Terms

All payments are due and payable immediately upon presentation of the invoice relevant to the associated Project milestone as detailed in the Payment Schedule. A failure by Buyer to make payment to Contractor for a period in excess of ten (10) days from the due date of the payment shall be deemed a material breach of this Agreement by Buyer. Buyer shall be given a ten (10) day period after written notice of any such payment default to cure any such payment default. Buyer authorizes Contractor to apply (and to the extent applicable, charge) any amount(s) due and owing under this Agreement to the applicable payment method designated and/or provided by Buyer (i.e., credit card, check, debit card or other form of payment delivered by Buyer and accepted by Contractor).

If Buyer fails to cure the payment default within ten (10) days of written notice, Buyer will pay to Contractor interest on all amounts due in the amount of the *lesser* of (i) eighteen percent (18%) per annum, or (ii) the maximum rate allowed by applicable law, plus, to the extent not otherwise prohibited by applicable law, reasonable attorneys' fees and/or collection charges incurred by Contractor in connection with the collection of such non-payment by Buyer. If Buyer fails to make any payment within thirty (30) calendar days of notice of default, the full Total Contract Price will become immediately due and payable without further demand from Contractor, and no further work on the Project will be undertaken by Contractor unless and until any such unpaid amount is paid in full. Acceptance of a payment after a Buyer default shall not be deemed a waiver by Contractor of any action or right it may have by reason of such default. In the event of default, Contractor may also pursue remedies available under Sections 4 and 9 below. Title of the System does not transfer to Buyer until payment in full of the Total Contract Price for the System is paid to, and received by, Contractor.

Buyer shall be responsible for paying any applicable sales, use, excise, value added, withholding or similar taxes, duties or assessments imposed in connection with this Agreement for the products (including without limitation, all of the equipment and components of the System) and services provided hereunder by any federal, state, local or foreign government authority, exclusive of any taxes based upon Contractor's income or payroll.

#### 4. Security Interest

Buyer grants to Contractor a continuing security interest in the entire System and in all of the equipment and components of the System installed at the Project including, but not limited to, all equipment identified herein and any additional items installed. In the event Buyer



defaults on the payment of any amounts associated with this installation or repayment of any amounts advanced by Contractor for the benefit of Buyer and such default is not cured in full within ten (10) days of written notice of default from Contractor, Contractor may, in addition to its remedies set forth in Section 3 above and to the extent permitted by applicable law, remove the entire System, including without limitation, any and all equipment and components covered by the security interest granted by Buyer to Contractor under this Agreement. Contractor shall be permitted to file, and is hereby authorized to file without further notice, a Form UCC-1 financing statement in the real estate records of the jurisdiction in which the Project is located. Upon payment in full of the Total Contract Price, the security interest provided for in this Section shall terminate and Contractor shall take all steps necessary to terminate any such Form UCC-1 financing statement filed by Contractor.

#### 5. Rebate Approval

Buyer acknowledges that Buyer may apply (and qualify) for certain Federal, State, local or utility rebates, tax credits, incentives and/or power rate adjustments relating to the Project and the System ("Rebate(s)"). Buyer further acknowledges that while Contractor may assist Buyer with certain aspects of submitting applicable documents to the respective Rebate authority, Buyer (and *not* Contractor) shall be solely responsible for negotiating and applying for any such Rebates and acknowledges that Contractor does not (and cannot) guarantee Buyer's eligibility for, or the actual dollar amount of, any Rebates.

The availability of Rebates may be limited, and Contractor strongly recommends that Buyer contact Buyer's financial, tax and legal advisors for details and information on whether Buyer qualifies for any Rebates associated with the System and the amount of any such Rebates, given Buyer's individual tax and financial circumstances.

Buyer agrees that Contractor and its affiliates and their respective employees, agents, officers, directors, members, managers and affiliates have made no representation, warranty, guaranty or covenant of any kind, express or implied, to Buyer regarding any Rebates. Buyer's obligations under this Agreement are not contingent upon Buyer or the System qualifying for any Rebates or other similar financial benefit. Contractor shall have no liability or obligation to Buyer with respect to any Rebate or other similar financial benefit if the credit or other benefit expires, is not properly or timely applied for, and/or for any other reason outside of Contractor's direct control.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, CONTRACTOR MAKES NO REPRESENTATION, WARRANTY, ASSURANCE OR GUARANTEE THAT BUYER WILL QUALIFY FOR OR RECEIVE, IN WHOLE OR IN PART, ANY REBATE OR SIMILAR FINANCIAL BENEFIT IN CONNECTION WITH THE PROJECT OR THE SYSTEM, AND BUYER SHOULD NOT MAKE BUYER'S DECISION TO ENTER INTO THIS AGREEMENT IN RELIANCE ON OBTAINING ANY SUCH BENEFIT. IT IS BUYER'S SOLE RESPONSIBILITY TO INVESTIGATE WHAT REBATES OR OTHER SIMILAR FINANCIAL BENEFITS, IF ANY, MAY BE AVAILABLE TO BUYER AND TO TAKE THE STEPS NECESSARY TO CLAIM ANY SUCH BENEFITS.

#### 6. Change Orders

The material, quantities, and amounts listed in this Agreement are Contractor's good faith estimates of the Project cost based on all factors known to Contractor at the time of such estimate. Changes to the original Project scope of work may become necessary after work on the Project has been commenced (and each such change shall be referred to as a "Change Order" and, collectively, the "Change Orders"). For purposes of this Agreement, a Change Order may occur for one of three reasons:

- a. Unavailability of quoted materials;
- b. Contractor discovers something previously unknown that must be corrected to properly complete the Project; and/or
- c. Buyer request changes to the Project after construction of the Project has already proceeded.

Contractor has the right to substitute similar, functionally equivalent materials should the originally quoted materials not be available.

Contractor may initiate a Change Order when circumstances exist or are discovered that require additional work to be done to complete the Project properly. Such circumstances may include, without limitation, the need to modify existing wiring, reinforce rafters or support joists, repair existing roofing, or any such task that may be required to successfully build the Project and assure that it conforms to local building codes. In certain circumstances, the permitting jurisdiction or other organizations (such as an HOA) may require additional engineering work beyond the scope of a typical installation be performed. Examples of this include, without limitation, requirements for a structural analysis of the building that will be holding the Systems' roof-mounted solar array; or soil analysis, environmental impact reports or archeological studies for ground mounted solar arrays. If Contractor determines that these costs will exceed \$1,000 (or such lesser amount that may be required by applicable law), Contractor will stop permitting work to discuss the additional costs with Buyer. If Buyer agrees to the additional costs they will be incorporated into this Agreement via a signed Change Order. If Buyer does not agree, the Project will be terminated.

Buyer may initiate a Change Order when requesting changes to the Project following the date hereof (but prior to completion of the Project) that require additional work to be done. Such circumstance may include requests to move the System's solar arrays from one roof area to another area of the same roof at the Property, requests to install equipment different than as illustrated on the approved building plans, requests to remove or relocate existing fixtures such as antennas, or any additional work or task outside the original Project scope of work.

Notwithstanding the foregoing, or anything contained herein to the contrary, Contractor shall not be obligated or required to relocate, remove and/or re-install the System (or any part thereof) to another location or property, except as otherwise may be expressly agreed in a written contract signed by Contractor and Buyer. Contractor does not make (and hereby disclaims any) representations or warranties



(oral or written) as to the costs, suitability, ability, interconnection, approvals (including homeowners associations), and energy production, usage or savings relating to, or in connection with, any relocation, removal and/or re-installation of the Buyer's existing System from one location or property to another location or property. Each location or property is different, and as such, results, requirements, approvals, costs, savings, etc. will vary (often substantially) depending on location or property.

Should Change Orders become necessary for the proper completion of the Project, regardless of whether they are initiated by Contractor or Buyer, any materials, quantities, and amounts listed in the Project scope of work are subject to revision, and the Total Contract Price may increase or decrease accordingly. The Change Order will describe the scope of the extra work or change, the cost to be added or subtracted from the Total Contract Price, and the effect the Change Order will have on the schedule of progress payments and estimated date of Substantial Completion of Installation.

Change Orders become part of this Agreement once the Charge Order is prepared in writing and signed and delivered by both Contractor and Buyer prior to the commencement of any work covered by the Change Order. Buyer may not require Contractor to perform extra work without written authorization. A Change Order is not enforceable against Buyer unless the Change Order complies with this provision. However, Contractor's failure to execute and deliver a Change Order shall not preclude Contractor's recovery based on legal or equitable remedies designed to prevent unjust enrichment.

Notwithstanding the requirement under this Agreement that all Change Orders be in writing, if there are any contemplated changes to the Project requested by Buyer or required by Contractor for the successful installation of the Project and which contemplated changes Contractor discusses with Buyer and to which contemplated changes Buyer gives Contractor its verbal assent, such verbal assent by Buyer to such contemplated changes will have the same legality and full force and effect as a written Change Order once Contractor has commenced performance of any construction in any of the Change Orders that were so discussed verbally between Contractor and Buyer. Contractor and Buyer shall negotiate any Change Order and associated additional costs in good faith. Buyer shall be bound by any changes or alterations requested by Buyer to this Agreement or to plans for the Project, whether given verbally or in writing. Contractor shall be entitled to reasonable overhead and profit on any Change Order requested or required. Any required Change Orders, including extra labor and/or additional materials, may be incorporated herein without invalidating this Agreement. Buyer will pay to Contractor any net increase to the Total Contract Price within ten (10) days of request or billing by Contractor for any such Change Order.

If Contractor and Buyer cannot agree on the compensation or time extensions for any such Change Order, Contractor may at its discretion nevertheless proceed with such extra work and materials as may be required to successfully complete the Project. In the event of such disagreement, Contractor and Buyer agree to submit the question or entitlement or amount of compensation and/or extensions of time, to arbitration pursuant to this Agreement and <u>Exhibit F</u> attached hereto.

#### 7. Warranty

Contractor warrants to Buyer that all of Contractor's work under this Agreement will be:

- a. performed in accordance with the requirements of this Agreement and any required governmental inspections, tests, or approvals; and
- b. be free from material faults and defects in workmanship ("Defects") for a period of <u>five (5) years</u> after the date of completion of the Project.

Contractor warrants that all materials used for the Project will be new, unless otherwise specified, and of good quality. All materials will be installed, connected, and applied in accordance with the instructions and specifications of the applicable manufacturer or supplier. Buyer should note that manufacturers of various materials separately warrant their own products, including solar photovoltaic modules, battery backups, inverters, and solar mounting racks, and Contractor is not responsible for or obligated under any such manufacturer warranties. For additional information, restrictions and exclusions regarding (1) the SolarEdge Manufacturer Inverter Warranty (including the optional 25 year extended warranty), please visit https://www.solaredge.com/sites/default/files/solaredge-warranty-april-2019.pdf and https://www.solaredge.com/sites/default/files/Solaredge-warranty-april-2019.pdf and https://www.solaredge.com/sites/default/files/ONLINE\_HomeownerExtendedWarranty.pdf; and (2) the Generac Manufacturer Limited Warranty, please visit https://www.generac.com/service-support/product-support-lookup/product-support-details?productid=aa180473-602e-4494-b195-d35dd49feee5&isBaseModel=false and https://soa.generac.com/manuals/X7602-08749/A0000416920. Contractor will assign any manufacturer warranties upon completion of the Project and payment in full by Buyer. No other warranties are provided by Contractor except as specifically set forth in this Agreement. Buyer must have an accessible internet connection otherwise Customer's limited manufacturer's warranty(ies) (as well as their obligations thereunder) will be adversely impacted and may result in voiding (or substantially impacting) the limited warranty. The warranty provided in this Section 7 is only applicable to Buyer, and is not assignable or transferrable to any future purchaser or owner of the Property.

The warranty provided by Contractor to Buyer above does not cover (and expressly excludes) Defects related to or caused by any of the following (as determined in Contractor's reasonable discretion): (a) any modifications to or abuse of the Project or the System by Buyer or persons other than Contractor; (b) trees, new buildings, or other array obstructions which are installed, grow beyond the point of the original array install, or otherwise change after installation of the System; (c) improper use, installation, wiring, handling, removal, storage, maintenance, or cleaning of the System; (d) damage from abuse, alteration, or vandalism, or due to plants, insects, or animals; (e) damage from external stress, impact, foreign objects, or falling rocks or debris; (f) damage or corrosion caused by roofing materials, chemicals, or substrates, including those used for corrosion resistance, thermal expansion and contraction, and moisture barriers and sealing; (g) power



or voltage surges or damage caused by the electrical grid for shore power connected products; (h) natural disasters, earthquakes, fires, typhoons, tornadoes, hurricanes, volcanic activity, volcanic clouds, dust storms, dust clouds, floods, tsunamis, lightning, or other acts of God, or other events that are beyond the reasonable control of Contractor; (i) acts of terrorism, criminal acts, riots, wars, civil unrest, nuclear radiation, or manmade disasters; and/or (j) damages attributable to normal weathering or defects or damages caused by vapors or chemical pollutants or air pollution, building settlement or structural failure of roof, walls, foundations or any part of the attached structure, or any other causes beyond Contractor's control. Except for Defects covered by the warranty set forth herein, all maintenance obligations for the System upon acceptance of the System by Buyer shall be the responsibility of Buyer.

Buyer agrees to give prompt notice of any and all Defects to Contractor in writing, and in no event shall Buyer provide such written notice to Contractor later than three (3) business days after Buyer observes or otherwise becomes aware of any such Defect. Within twenty (20) days from receipt of such notice of Defect by Contractor, Contractor shall have the right to inspect the System and the Project and review any claims by Buyer for warranty work. Warranty work, if necessary, will generally be completed within sixty (60) days of written request by Buyer and subsequent agreement by Contractor that such work is required.

EXCEPT AS PROVIDED IN THIS SECTION 7, CONTRACTOR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTIES SET FORTH HEREIN ARE MADE FOR THE BENEFIT OF BUYER ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.

#### 8. Limitation of Liability

If Contractor shall become liable to Buyer for any matter relating to or arising out of this Agreement or their relationship in connection with Contractor's performance under this Agreement, whether based upon a claim in contract, equity, negligence or otherwise, the amount of damages recoverable against Contactor for any and all events, acts or omissions shall not exceed in the aggregate the actual fees paid to Contactor under this Agreement. Except to the extent otherwise prohibited by applicable law, Contactor shall not be responsible or liable with respect to any subject matter of this Agreement (including with respect to the Project or the System) or the terms and conditions related thereto under any negligence, contract, strict liability or other theory for any special, indirect, incidental, exemplary, punitive or consequential damages, even if Contractor has been advised of the possibility of such damages. Contractor shall not be responsible for any matter beyond its reasonable control or any force majeure event (as described in Section 11 hereof). Buyer's exclusive remedy under this Agreement shall be (at Contractor's discretion), (a) the correction of any material Defects in the Project, (b) the full refund of Buyer's fees paid hereunder, or (c) any other remedy required by applicable law.

#### 9. Termination

Either party may terminate this Agreement for breach of a material term of this Agreement, upon first giving the other party written notice identifying the alleged breach, provided the breaching party does not cure such breach within thirty (30) days of receipt of such notice. Termination of this Agreement for any reason shall not relieve Buyer of its obligations hereunder to pay (or reimburse Contractor) for actual third-party costs and expenses incurred by Contractor relating to the Project Work as of the date of termination. In addition, (i) should the Project be stopped by any public authority for a period of thirty (30) days or more, through no fault of Contractor, then Contractor may terminate this Agreement; (ii) should the Project be stopped through act of neglect of Buyer for a period of thirty (30) days or more, then Contractor may terminate this Agreement; or (iii) should Buyer fail or refuse to pay Contractor after ten (10) days from the date of written notice of default, then Contractor may terminate this Agreement. In the event this Agreement is terminated or otherwise cancelled by Buyer through no fault (or breach) of Contractor (except as otherwise expressly permitted under a nonwaivable provision of applicable law or pursuant to Section 12 of this Agreement) (a "Buyer No Cause Termination") or pursuant to subsections (i) - (iii) of this Section 9, then Contractor shall be entitled to be paid from Buyer (and recover promptly from Buyer) (within five (5) business days of demand thereof) (A) the reasonable value of Project Work performed (the basis of payment being based on the terms of this Agreement, less any down payments, if any, made under this Agreement) prior to termination, plus (B) the actual third party costs and expenses incurred by Contractor relating to the Project Work as of the date of termination, plus (C) with respect to a Buyer No Cause Termination or a termination pursuant to subsections (ii) - (iii) of this Section 9, if Contractor has already, at the time of termination or cancellation, substantially commenced Project Work involving the design and permitting of the System and/or the installation of energy efficiency equipment at the Property that may be included as part of the purchase of the System, then a termination fee equal to ten percent (10%) of the Total Contract Price. Except as otherwise expressly permitted under a nonwaivable provision of applicable law or pursuant to Section 12 of this Agreement, Buyer shall not be permitted to terminate this Agreement for convenience. In the event of a termination through no fault (or breach) of Contractor pursuant to this Agreement, Buyer understands and agrees that Buyer shall solely be responsible for the amounts provided for or payable pursuant to this Section 9, regardless of whether all, or a portion of, the Total Contract Price was intended on being paid through Buyer Financing. It is expressly agreed by Buyer that the amounts payable under this Agreement in the event of termination or cancellation of this Agreement through no fault (or breach) of Contractor do not constitute a penalty and that the parties, having negotiated in good faith for such specific amounts and having agreed that the amount thereof are reasonable in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such amounts payable hereunder by Buyer in the event of termination or cancellation of this Agreement through no fault (or breach) of Contractor.

#### 10. Assignment

This Agreement cannot be assigned by Buyer without the prior written consent of Contractor. Contractor may assign this Agreement, in whole or in part, with or without notice to Buyer (except to the extent required under applicable law) to a successor of Contractor or purchaser of all of Contractor's



equity securities or all or substantially all of its assets.

#### 11. Force Majeure

Contractor shall not be liable for any delays in completion of the Project caused by: (i) governmental restrictions on manufacture, sale, distribution, and/or use of necessary materials; (ii) Contractor's inability to obtain necessary materials or perform the work contemplated herein because of strikes, lockouts, fires, floods, earthquakes, epidemics, pandemics or other acts of God, military operations and requirements, national emergencies, etc.; or (iii) any other acts or omissions beyond Contractor's reasonable control, provided, however, delays caused by the foregoing events do not constitute abandonment and are not included in calculating timeframes for payment or performance under this Agreement.

#### 12. Three Day Right to Cancel

Buyer has the right to cancel this Agreement within three (3) business days of the full execution of this Agreement. Buyer may cancel by emailing, mailing, faxing, or delivering a written Notice of Cancellation in substantially the form attached as **Exhibit E** hereto, or a reasonable facsimile thereof, to Contractor at Contractor's place of business by midnight of the third business day after the date the last signature necessary has been affixed to this Agreement, which notice shall include Buyer's name, Buyer's address, and the date Buyer received the signed copy of this Agreement.

If Buyer cancels, Contractor shall return to Buyer any payment paid to Contractor by Buyer paid within 10 business days of receiving the Notice of Cancellation. For Buyer's part, Buyer must make available to Contractor at Buyer's residence, in substantially as good condition as Buyer received it, any goods delivered to Buyer under this Agreement, or, Buyer may, if Buyer's wishes, comply with Contractor's instruction on how to return the goods at Contractor's expense and risk.

If Buyer does make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of Buyer's Notice of Cancellation, Buyer may keep them without any further obligation. If Buyer fails to make the goods available to Contractor, or if Buyer agrees to return the goods to Contractor and fails to do so, then Buyer remains liable for performance of all obligations under this Agreement.

If Buyer cancels this Agreement following the three (3) day right to cancel period, then, except as otherwise prohibited by applicable law, Buyer will be liable for all costs incurred by Contractor up to and including the date of cancellation, including any building permit fees advanced by Contractor, any paperwork processing costs for applying for rebates or other approvals, and any costs for ordered but unused materials. Any initial payment paid by Buyer under this Agreement towards the Total Contract Price will be applied to any such out-of-pocket costs of Contractor. The Project has been started.



#### 13. Arbitration of Disputes

BY SIGNING THIS AGREEMENT, CONTRACTOR AND BUYER AGREE TO RESOLVE ANY AND ALL DISPUTES THROUGH BINDING BILATERAL ARBITRATION, AND EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, ALL AS DETAILED IN, AND SUBJECT TO, THE "ARBITRATION AGREEMENT" ATTACHED HERETO AS EXHIBIT F, WHICH SHALL BE SIGNED BY THE PARTIES AS OF THE DATE HEREOF.

#### 14. Governing Laws

The interpretation and construction of this Agreement, and all matters related to this Agreement, shall be governed by the laws of the State where the Project and Property are located (without giving effect to any conflict of law provisions thereof).

#### 15. Severability

If any provision of this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

#### **16.** Entire Agreement; Counterparts

This Agreement and any associated Change Orders constitute the entire agreement between the parties with respect to the subject matter herein. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing executed and delivered between the parties. The parties stipulate that neither of them has made any representations except as are specifically set forth in this Agreement and each of the parties acknowledge that they have relied on their own judgment in entering into this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



# **SIGNATURES**

This Solar Energy System Purchase & Installation Agreement is made and entered into as of the \_\_\_\_ day of March  $29_0$  2021 | 8:41 PM EDT

THIS AGREEMENT IS ENTERED INTO AS OF THE DAY AND YEAR WRITTEN ABOVE AND IS EXECUTED IN AT LEAST TWO ORIGINAL COPIES, ONE OF WHICH IS TO BE DELIVERED TO CONTRACTOR AND ONE OF WHICH IS TO BE DELIVERED TO BUYER.

BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLTATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE TO OWNER: DO NOT SIGN THIS CONTRACT IF BLANK. YOU ARE ENTITLED TO A COPY OF THE CONTRACT AT THE TIME YOU SIGN.

| Buyer(s) DocuSigned by:  |
|--|
| Signature Signat |
| Printed Name:  |
| March 29, 2021   8:41 PM EDT<br>Date:  |
| Signature:   |
| Printed Name:  |
| Date:  |
| Contractor (Power Home Solar LLC)*  DocuSigned by:   |
| Signature: lunch lamin—Bangura Printed Name: 201411111111111111111111111111111111111   |
| Printed Name:  |
| March 29, 2021   8:33 PM EDT   |

<sup>\*</sup> Power Home Solar LLC maintains State licenses/registrations in the following states (please see the first page for license/registration numbers): NC, SC, MI, VA, OH, PA, TN and MO.



# **Exhibit A**

# Letter of Authorization

| Property Address (insert):  | et, Belpre, OH 45714  | (the " <u>Property</u> ")  |
|---|---|--|
| Owner(s) Name(s) (insert):  |   |  |
| We/I duly authorize (and grant permission to) Permits their respective employees and agents) to act of to (and in connection with the) making, deli submissions, reports, applications, permits, authorities authorities, utility companies and/permitting, installation, commissioning, and/or if and labor at the Property. | OWER HOME SOLAR LLC (and in our/my behalf as an agent in a vering, signing and/or otherw norizations and/or verifications of or governmental agencies in co | all aspects relating<br>vise obtaining any<br>as required by and<br>onnection with the |
| Under penalties of perjury, we/I declare that we/in it are true to the best of my/our knowledge a Signature:  Signature:  Oregory Bowe  Printed Name:  March 29, 2021   8:41 PM EDT  Date:  | nd belief.  | nat the facts stated   |
| Signature:  |   |  |
| Printed Name:   |   |  |
| Date:   |   |  |



#### Exhibit B: Commercial General Liability Insurance (CGLI) and Other Insurance Notification

Contractor maintains liability insurance covering personal injury in the amount of \$1,000,000, and insurance covering property damage caused by Contractor's work in the amount of \$1,000,000. Contractor also maintains other insurance and a copy of a Certificate of Liability Insurance is available upon request.

#### **Exhibit C: Workers Compensation Insurance**

Contractor carries worker's compensation insurance for all employees.

#### **Exhibit D: Mechanics Lien Warning**

Anyone who helps improve your property, but who is not paid, may, depending on the laws of the jurisdiction the property is located, record what is called a mechanic's lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded in the county where the property is located.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve you property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To protect yourself, have the contractor provide you with documentation showing that your equipment and labor on your job have been paid in full.

<u>For Michigan Residents only</u>: A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under article 7 of the skilled trades regulation act, MCL 339.5701 to 339.5739. A plumbing contractor is required to be licensed under article 11 of the skilled trades regulation act, MCL 339.6101 to 339.6133. A mechanical contractor is required to be licensed under article 8 of the skilled trades regulation act, MCL 339.5801 to 339.5819. Contractor is licensed in the State of Michigan and Contractor's license number is Residential Builder #2102214053.

FOR MISSOURI RESIDENTS ONLY: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

<u>For Wisconsin Residents only</u>: As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.



| Exhibit E: Notice of Cancellation  |
|--|
| Date of Transaction: March 29, 2021   8:33 PM EDT  |
| Buyer and Contractor are parties to that certain Solar Energy System Purchase & Installation Agreemen dated March 29, 20 <sup>202</sup> (the "Agreement").   |
| Buyer may cancel this transaction, without any penalty or obligation, within three business days from the above date (i.e., the date which this Agreement is signed).  |
| If Buyer cancels, any property traded in, any payments made by Buyer under the Agreement, and any negotiable instrument executed by Buyer will be returned within 10 business days following receipt be Contractor of Buyer's cancellation notice, and any security interest arising out of the transaction will be canceled.          |
| If Buyer cancels, Buyer must make available to Contractor at Buyer's residence, in substantially as good condition as when received, any goods delivered to Buyer under this Agreement, or you may, if you wish comply with the instructions of Contractor regarding the return shipment of the goods at Contractor' expense and risk. |
| If Buyer does make the goods available to Contractor and Contractor does not pick them up within 20 day of the date of your notice of cancellation, Buyer may retain or dispose of the goods without any furthe obligation.  |
| If Buyer fail to make the goods available to Contractor, or if Buyer agrees to return the goods to Contracto and, thereafter fails to do so, then Buyer remains liable for performance of all obligations under the Agreement.   |
| To cancel this Agreement, e-mail, mail or deliver a signed and dated copy of this Notice of Cancellation to:   |
| Power Home Solar LLC<br>919 N Main St.<br>Mooresville, NC 28115<br>customerservice@powerhome.com   |
| By not later than midnight of: (Date)  |
| I hereby cancel the Agreement to purchase the System from Power Home Solar LLC under and in accordanc<br>with the terms of the Agreement.  |
| Signature:   |
| Printed Name:  |
| Date:  |



### Notice of Cancellation (Duplicate)

| Date of Transaction: March | 29, 2021   8:33 | PM EDT |  |
|----------------------------|-----------------|--------|--|
|                            |                 |        |  |

Buyer and Contractor are parties to that certain Solar Energy System Purchase & Installation Agreement dated March 29, 20<sup>202</sup> the Signe Energy System Purchase & Installation Agreement

Buyer may cancel this transaction, without any penalty or obligation, within three business days from the above date (*i.e.*, the date which this Agreement is signed).

If Buyer cancels, any property traded in, any payments made by Buyer under the Agreement, and any negotiable instrument executed by Buyer will be returned within 10 business days following receipt by Contractor of Buyer's cancellation notice, and any security interest arising out of the transaction will be canceled.

If Buyer cancels, Buyer must make available to Contractor at Buyer's residence, in substantially as good condition as when received, any goods delivered to Buyer under this Agreement, or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If Buyer does make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, Buyer may retain or dispose of the goods without any further obligation.

If Buyer fail to make the goods available to Contractor, or if Buyer agrees to return the goods to Contractor and, thereafter fails to do so, then Buyer remains liable for performance of all obligations under the Agreement.

To cancel this Agreement, e-mail, mail or deliver a signed and dated copy of this Notice of Cancellation to:

Power Home Solar LLC 919 N Main St. Mooresville, NC 28115 customerservice@powerhome.com

| By not later than midnight of: (Date) | 04/01/2021 |
|---------------------------------------|------------|
|---------------------------------------|------------|

I hereby cancel the Agreement to purchase the System from Power Home Solar LLC under and in accordance with the terms of the Agreement.

| Signature:    | <br> |  |
|---------------|------|--|
|               |      |  |
| Printed Name: | <br> |  |
|               |      |  |
| Date:         |      |  |



**Exhibit F: Arbitration Agreement** 

THE UNDERSIGNED PARTIES. AS CONTRACTOR AND BUYER UNDER THE ATTACHED SOLAR ENERGY SYSTEM PURCHASE & INSTALLATION AGREEMENT (THE "AGREEMENT"), ACKNOWLEDGE, COVENANT AND AGREE THAT ANY CLAIM, DISPUTE OR OTHER MATTER IN QUESTION ARISING OUT OF OR RELATED TO THE AGREEMENT, THE PROJECT, AND/OR THE SYSTEM (INCLUDING ANY ALLEGED DEFECT THEREOF) SHALL BE SUBJECT TO BINDING BILATERAL ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT. EVERY ARBITRATION PURSUANT TO THIS PROVISION SHALL TAKE PLACE IN THE COUNTY WHERE THE PROJECT AND PROPERTY IS LOCATED AND BE FACILITATED BY A SINGLE ARBITRATOR MUTUALLY SELECTED BY THE PARTIES TO THE ARBITRATION; PROVIDED, HOWEVER, IF THE PARTIES ARE UNABLE OR UNWILLING TO MUTUALLY AGREE UPON AN ARBITRATOR WITHIN FIFTEEN (15) BUSINESS DAYS, THEN THE ARBITRATOR SHALL BE APPOINTED BY THE AAA. THE EXPENSES OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES; PROVIDED, HOWEVER, EACH PARTY SHALL PAY FOR AND BEAR THE COST OF ITS OWN EXPERTS, EVIDENCE AND COUNSEL'S FEES. THE PARTIES AGREE THAT EACH SHALL ONLY BRING CLAIMS AGAINST THE OTHER IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. UNLESS BOTH PARTIES AGREE IN WRITING. NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIM OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION. THE ARBITRATION, INCLUDING THE FACTS OF THE DISPUTE, RELATED DOCUMENTS AND DECISION. SHALL BE CONFIDENTIAL. EXCEPT AS OTHERWISE MAY BE NECESSARY IN ORDER TO ENFORCE ANY AWARD RENDERED BY THE ARBITRATOR. NOTWITHSTANDING THE FOREGOING, IF ANY CLAIM, DISPUTE OR MATTER IN QUESTION RELATES TO OR IS THE SUBJECT OF A MECHANIC'S LIEN, CONTRACTOR MAY PROCEED IN ACCORDANCE WITH APPLICABLE LAW TO COMPLY WITH LIEN NOTICE OR FILING REQUIREMENTS.

| Buyer(s)DocuSigned by:   | Contractor (Power Home Solar LLC) |  |  |
|--|-----------------------------------|--|--|
| Signature:  DB2C3F34E5F42E  Printed Name:  Gregory Böwe  Date:  March 29, 2021   8:41 PM EDT | Signature:                        |  |  |
| Signature:   |                                   |  |  |
| Printed Name:  |                                   |  |  |
| Date:  |                                   |  |  |



# Memo of Understanding - Home Owner Association

I acknowledge that I have requested, signed a contract for, and directed Power Home Solar LLC (or a division thereof) to do work on my home that may be scrutinized by my Home Owner Association. I accept full responsibility for the placement of items that have been contracted to be installed by this company on the property in question.

In the event that the location of the work being done is cause for removal, or the stopping or delaying of the completion of the work, Power Home Solar LLC or any of its affiliates are not responsible for any cost, damages or repercussion of the work that was contracted to be completed. Power Home Solar will receive the full payment as stated in the in the contract signed as well as any change orders or additions added to the project cost regardless of any bearing the foregoing may have during or after the installation is complete. All terms, conditions and covenants of the original contract are understood and are to remain valid.

| YES - I have an HOA                |
|------------------------------------|
| $\chi$ NO - I do not have an HOA   |
| DateMarch 29, 2021   8:41 PM EDT   |
| Customer Name (print) Gregory Bowe |
| Customer Signature                 |
| Customer Address: _                |
| HOA Name: _                        |
| HOA Phone #: _                     |
| HOA Email: _                       |
| HOA Fax #: _                       |
| HOA Contact Person:                |

800-POWER-90

www.powerhome.com



# **Understanding Solar Rebates Offered By My Utility Company**

I acknowledge that I am solely responsible for collecting any Solar rebates offered by my utility company. Power Home Solar LLC is not offering this rebate, so I will have to work with my utility company to apply and collect the rebate.

| Docusigned by:  Almed Lamin-Bangura | March 29, 2021   8:33 PM EDT |  |
|-------------------------------------|------------------------------|--|
| Sales Rep Signature                 | Date Signed:                 |  |
|                                     |                              |  |
|                                     |                              |  |
| DocuSigned by:                      | March 29, 2021   8:41 PM EDT |  |
|                                     | Data Cianada                 |  |
| CUSTOTHEL SIGNATURE                 | Date Signed:                 |  |



# Memo of Understanding - Solar Tax Credits

I acknowledge that I have requested, signed a contract for, and directed Power Home Solar LLC (or a division thereof) to install a solar energy system (the "System") on my home that may qualify for Federal and/or State tax credits. I understand that although Power Home Solar LLC may completely install and activate the System, they are not responsible for nor do they guarantee my qualification for any tax credit. I further acknowledge that my basis for tax credit eligibility should be something that is discussed with a tax professional and that Power Home Solar LLC cannot give advice on my personal tax liability nor my eligibility for tax refunds. Power Home Solar LLC has discussed with me the availability of renewable energy related tax credits and the basis for which the solar project in question would qualify for tax credits. Power Home Solar LLC will receive the full payment as stated in the in the Agreement signed as well as any change orders or additions added to the project cost of the System regardless of any bearing the foregoing may have during or after the installation is complete. All terms, conditions and covenants of the original Agreement are understood and are to remain valid.

| Date _ | March 29, 2021   8:41 PM EDT |  |
|--------|------------------------------|--|
| Custon | Gregory Bowe er Name (print) |  |
|        | DocuSigned by:               |  |
| Custon | er Signature C               |  |
|        | 1DB2C3F34F5F42F              |  |

800-POWER-90

www.powerhome.com





# **Energy Efficient Package Ticket**

| Date: March 29, 2021   8:33 PM EDT   |
|--|
| Crew Completing: POWERHOME SOLAR   |
| Customer Name: Gregory Bowe  |
| Customer Address: 211 Locust Street  |
| City, State, Zip Code: Belpre, OH 45714  |
| Customer Phone #: 7406910242   |
| County: Washington   |
| EEP Includes the following if applicable:  |
| ☑ Blown Insulation   |
| ☑ Hot Water Heater Thermal Blanket   |
|  |
|  |
| ☑ 2 Showerheads  |
| ☐ 2 Bathroom Faucet Aerators / 1 Kitchen Sink Swivel Aerator                           |
| ☐ 16 LED Bulbs / 2 LED Flood Lights / 2 LED Night Lights                               |
| ☐ 2 Smart Power Strips   |
| ☐ 1 Nest Thermostat Model No. G4CVZ  |
| × 1 Nest Memostat Woder No. 04CV2  |
| Work Completed / Additional Notes: Na  |
|  |
| DocuSigned by:   |
| Sales Representative Signature:llunch_lamin_Bangura Date: March 29, 2021   8:33 PM EDT |
| Customer Signature: DocuSigned by:  Date: March 29, 2021   8:41 PM EDT                 |
| 1DB2C3F34E5F42F  |



# **Back-Up Power Battery System Acknowledgment Back-Up Power Battery System Information**

The Generac Power Systems, Inc. ("Generac") back-up power battery system, provided through Power Home Solar LLC ("PowerHome"), provides (among other features) a battery backup power option capable of delivering emergency back-up power for *limited* home circuits for a limited time during a power loss event. This Back-Up Power Battery System Acknowledgement is being delivered and executed by Customer in connection with that certain Solar Energy System Purchase & Installation Agreement (the "Agreement"). All capitalized terms used herein, not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.

# **Instructions for Proper Care and Use of Your Battery**

Please follow the more detailed instructions included with the Generac back-up power battery system for proper use, storage and care of the entire Generac back-up power battery system (including, in particular, the battery) to ensure that it will function as needed during a power outage. If you do not store your battery correctly, it may shorten its useful life. Environmental factors such as temperature can also shorten your battery's useful life.

# **Customer Acknowledgement**

BY SIGNING BELOW, Customer acknowledges receipt of the detailed instructions included with the Generac back-up power battery system, as well as information about the limitations of battery service in the event of a power failure, and has had an opportunity to discuss the back-up power battery system with PowerHome and Generac representatives to Customer's satisfaction.

Customer further understands, acknowledges and agrees that:

- the purpose for purchasing the Generac battery system is for emergency back-up power purposes only as to <u>limited</u> home circuits during a short-term power loss event (not for ongoing, long-term, whole home or commercial use);
- without a functional, charged backup power source for all electronic systems, un-powered systems may not function during a power outage (which may include your phone service and ability to dial 9-1-1);
- even with a back-up power battery system, usage time during a power outage may be limited by multiple factors, including the condition of the back-up power battery system and its battery at the time of the outage;
- the back-up power battery system's capabilities will vary depending on the number of battery modules purchased and installed by Customer;
- for *each* battery module, PowerHome *estimates* that each module should provide backup power to one circuit (or in certain instances, two circuits), with a total load of *no more than* 30 amps (each, a "**Dedicated Load**");
- conserving energy during emergency situations where back-up battery is in use is critical to extending coverage time for the back-up power battery system; and
- Customer <u>must</u> have an accessible internet connection otherwise Customer's limited warranty from Generac (as well as Generac's obligations thereunder) will be adversely impacted and may result in voiding (or substantially impacting) the limited warranty.

Please select below from among the following Dedicated Loads that should be powered during grid failure and/or other power loss event for so long as power remains available in the back-up power



battery system (no more than one circuit, up to 30 amps, or two circuits 15 amps each, per battery module). Customer may discuss alternative configurations of the Dedicated Loads upon installation (which alternative configurations will be installed subject to PowerHome's sole discretion). [Please read "Notice" below].

| OX.                 | Refrigerator        |                        |
|---------------------|---------------------|------------------------|
| 0                   | Electric Cook-Top   |                        |
| 0                   | Microwave           |                        |
| X                   | Limited Lighting    |                        |
| 0                   | Limited Receptacles |                        |
|                     | ½ HP Sump-Pump      |                        |
| 000                 | Other: WiFi & TV    |                        |
| 0                   | Other:              |                        |
| 0                   | Other:              |                        |
| Buyer (initials): S |                     | Contractor (initials): |

<u>NOTICE</u>: *Each* battery module is *estimated* to provide backup power to one circuit (or in certain instances, two circuits), with a total load of no more than 30 amps – a Dedicated Load. The backup power battery system is <u>NOT</u> a whole-house system and will only provide backup power to a limited number of circuits. Customer should select one Dedicated Load for *each* battery module set forth on the "Scope of Work" of the Agreement. Generally, certain areas of a Customer's residence (e.g., a family room, living room, home office, etc.) will have multiple circuits servicing the area, and Customer understands that its selection above will only cover one circuit (or in certain instances, two circuits, as described above) servicing such area.

#### No Warranty Except for Generac Warranty

PowerHome provides no warranty in connection with the Generac battery system (Generac's limited warranty and the terms of that warranty are included with the Generac instructions referred to above (if any)) and PowerHome's warranty as to installation is limited expressly to the limited warranty provided in the Agreement (subject to all limitations provided in the Agreement). Such warranty also does not cover the costs associated with components covered by separate manufacturer's warranties (including Generac's warranty). In the event that the manufacturer of any component is unable or unwilling to honor its product warranty to PowerHome or Customer, then the limited warranty provided by the Agreement will not cover any replacement costs of any such manufacturer's components.

# **Disclaimer and Limitation on Liability**

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THE AGREEMENT, POWERHOME EXPRESSLY EXCLUDES ALL WARRANTIES WITH RESPECT TO THE BATTERY SYSTEM, BATTERY AND ITS COMPONENTS (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THOSE CARRYING SEPARATE MANUFACTURER WARRANTIES), AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MAY HAVE ARISEN FROM COURSE OF DEALING OR USAGE OF TRADE, WHATSOEVER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POWERHOME'S AGGREGATE MONETARY



LIABILITY TO CUSTOMER (I.E., THE AMOUNT OF DAMAGES RECOVERABLE AGAINST POWERHOME BY CUSTOMER) FOR ANY REASON AND FOR ANY AND ALL MATTERS, EVENTS, ACTIONS, OMISSIONS AND CAUSES OF ACTION RELATING TO OR ARISING OUT OF THE AGREEMENT, WHETHER IN CONTRACT, AT LAW, IN EQUITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENT ACTS OR OMISSIONS) OR OTHERWISE, **SHALL NOT EXCEED** THE AMOUNT ACTUALLY PAID TO POWERHOME FOR THE WORK PERFORMED ON THE PROJECT.

POWERHOME SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY EVENT UNDER ANY NEGLIGENCE, CONTRACT, STRICT LIABILITY OR OTHER THEORY FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

POWERHOME SHALL NOT BE RESPONSIBLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. CUSTOMER'S EXCLUSIVE REMEDIES UNDER THE AGREEMENT AND/OR IN CONNECTION WITH THE BATTERY SYSTEM SHALL BE (AT POWERHOME'S DISCRETION), (A) THE CORRECTION OF ANY MATERIAL DEFECTS IN THE PROJECT, (B) REFUND OF CUSTOMER'S FEES PAID, OR (C) ANY OTHER REMEDY REQUIRED BY APPLICABLE LAW. THE PARTIES ACKNOWLEDGE THAT THE CONTRACT PRICE DESCRIBED IN THE AGREEMENT IS SUFFICIENT CONSIDERATION FOR THE LIMITATION OF LIABILITY PROVIDED IN CONNECTION WITH THE BATTERY SYSTEM, WITHOUT WHICH POWERHOME WOULD NOT HAVE UNDERTAKEN THE PROJECT.

Nothing in this Back-Up Power Battery System Acknowledgment shall limit PowerHome's rights and remedies, or any of Customer's representations, warranties, covenants, agreements and acknowledgements, as further provided in the Agreement (including, without limitation, as to PowerHome's security interest in the battery system).

This BACK-UP POWER BATTERY SYSTEM ACKNOWLEDGMENT is made by Customer or Customer's duly authorized representative on Customer's behalf and is entered into as of the day of , 20 .

| <u>Customer(s)</u> Acknowledgement and Agreement |  |  |
|--|--|--|
| Signature DocuSigned by:                         |  |  |
| Printed  |  |  |
| DateMarch 29, 2021   8:41 PM EDT                 |  |  |
| Signature  |  |  |
| Printed  |  |  |
| Date   |  |  |



Michigan DTE customer

X NOT a Michigan DTE customer

# NOTICE AND ACKNOWLEDGEMENT FOR MICHIGAN CUSTOMERS (DTE Energy Customers Only)

This Notice and Acknowledgement for Michigan Customers (DTE Energy Customers Only) (this "Notice") is being delivered and executed by Buyer in connection with that certain Solar Energy System Purchase & Installation Agreement (the "Agreement"). All capitalized terms used herein, not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.

Due to changes adopted by the Michigan Public Service Commission relating to DTE Energy customers, residential customers of DTE Energy will receive an outflow credit of 7.477 cents/kWh for the first 17 kWh/day, and an excess outflow credit of 9.11 cents/kWh. These changes in net-metering rules lower solar energy cost offsetting. As such, if Buyer's System is not used in real time (*i.e.*, using the energy generated by the System to power Buyer's residence while it is being generated) and/or Buyer's System overproduces power, then Buyer will need to take into consideration, among other things, the new outflow credit and excess outflow credit in determining solar energy cost savings (including potential cost offsetting).

Contractor makes an effort to reasonably project energy production and energy savings (including potential offsetting), as well as the appropriate System for Buyer (including, number of solar panels), *however*, due to the changes to net-metering rules discussed herein, and other factors and variables outside of Contractor's control (including, but not limited to, future changes in regulations, customer's usage, customer's overproduction, weather conditions, etc.), Contractor does not make, and hereby expressly disclaims, any promise, warranty, representation or guarantee (whether express or implied, oral or written) with respect to energy production, usage or savings (including cost offsetting) relating to the System.

By signing below, Buyer acknowledges and agrees that Buyer has read and understands this Notice.

| Dated:, 20    |               |
|---------------|---------------|
| Buyer:        |               |
| Signature:    | Signature:    |
| Printed Name: | Printed Name: |
| Date:         | Date:         |



Dear Valued Customer,

Congratulations! We share the excitement of your upcoming solar panel installation, because we know it will change the shape of your energy future. In addition to the amazing solar technology being installed, we will be enrolling you in the SMARTPWR360° program. This is a suite of products and efficiency recommendations that puts you in charge of how efficient your home becomes and how much money you may save. We like to think of it as a lifestyle – a lifestyle that determines your level of success.

We will take care of installing the panels, and, if applicable, the extra blown insulation in your attic, hot water heater blanket, attic staircase cover and attic baffles, and you help by installing the items provided in the SMARTPWR360° kit:

- LED light bulbs. Install these in your most-occupied living spaces, because they use 75% less energy than
  incandescent bulbs.
- Faucet aerators and showerheads. Stop water (and energy) from unnecessarily going down the drain by installing these in your kitchen and/or bathrooms.
- Nest thermostat. Replace your existing thermostat with the Nest and control your home's temperature anywhere
  and anytime. Learn more about how you can maximize your savings: <a href="https://support.google.com/googlenest/answer/9249254?hl=en">https://support.google.com/googlenest/answer/9249254?hl=en</a>.
- Smart power strips. Use these in your home office or entertainment center to minimize vampire load (devices using power even when turned off).
- Hot water temperature card. Fine-tune your water heater temperature and still remain comfortable with this handy tool. Energy.gov recommends setting that temperature at 120° F.

Now all this new technology may help make your house more efficient, but the **SMARTPWR360°** program is about more than technology. It's about you making **SMARTPWR360°** choices that maximize your savings opportunity. For example:

- · Have your HVAC system serviced for the summer and winter seasons
- Change your air filters regularly
- Shut off the lights when you leave a room
- · Shave off 1-2 minutes from your shower time
- · Decide what you want in the fridge before opening it
- Attach a timer to holiday lights so they don't stay on all night
- · Wash your clothes and dishes only with full loads



We hope you agree that **SMARTPWR360°** is the right choice for you and your family. We'd love for you to commit to this lifestyle by installing the provided technology, making **SMARTPWR360°** choices, monitoring your energy usage, keeping yourself up to date on things you can do to save energy and being a key part of your success. If you agree, please sign below and start living the **SMARTPWR360°** lifestyle today.

DocuSigned by:

1DB2C3F34E5F42F... SMARTPWR360° inductee Jayson Waller CEO, POWERHOME SOLAR



# Amendment to Solar Energy System Purchase & Installation Agreement

| Buyer (Owner or Customer):                      | Amendment No: Bowe                 |  |
|---|------------------------------------|--|
| Gregory Bowe 211 Locust Street Belpre, OH 45714 | Date: April 23, 2021   4:40 PM EDT |  |
| Primary Phone #: (740) 691-0242                 | Job # Bowe                         |  |
| Secondary Phone $\frac{\pi}{(740)} = 691-0242$  |                                    |  |
| Email address: bowegreg75@gmail.com             |                                    |  |

This AMENDMENT TO SOLAR ENERGY SYSTEM PURCHASE & INSTALLATION AGREEMENT (this "<u>Amendment</u>") is entered into between Buyer (as set forth above) and Power Home Solar LLC ("<u>Contractor</u>") on the date set forth above in connection with that certain Solar Energy System Purchase & Installation Agreement (as may be amended, the "<u>Agreement</u>") entered into between Buyer and Contractor. All capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

Contractor and Buyer acknowledge and agree that they have each agreed to the following amendments to the Agreement:

| TOTAL CONTRACT AMOUNT: \$40,000.00                 |
|--|
| NO REBATE  |
| EVERYTHING ELSE THE CONTRACT WILL REMAIN THE SAME. |
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Buyer warrants and represents to Contractor that Buyer is the sole legal owner of the Property, and that he/she/they have the authority to enter into this Amendment (and bind all owners of the Property hereto). Except as, and to the extent, expressly amended hereby, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

# **Agreed and Accepted By:**

| Buyer(s):                                    | <u>Contractor</u> :                                 |
|--|---|
| Docusigned by:  Graphy Bowl  1DB2C3F34E5F42F | Power Home Solar LLC                                |
| Date: April 23, 2021   6:55 PM EDT           | By: Saeem Ahmed  D068AC53C54549E  Name: Saeem Ahmed |
| (Signature)                                  | Title: BRANCH MANAGER                               |
| Date:  | Date: April 23, 2021   4:40 PM EDT                  |



# Amendment to Solar Energy System Purchase & Installation Agreement

| Buyer (Owner or Customer):   | Amendment No: Bowe                |  |
|--|-----------------------------------|--|
| Gregory Bowe 211 Locust Street Belpre, OH 45714                      | Date: April 23, 2021   4:40 PM ED |  |
| Primary Phone #: (740) 691-0242<br>Secondary Phone #: (740) 691-0242 | Job # _Bowe                       |  |
| Email address: bowegreg75@gmail.com                                  |                                   |  |

This AMENDMENT TO SOLAR ENERGY SYSTEM PURCHASE & INSTALLATION AGREEMENT (this "<u>Amendment</u>") is entered into between Buyer (as set forth above) and Power Home Solar LLC ("<u>Contractor</u>") on the date set forth above in connection with that certain Solar Energy System Purchase & Installation Agreement (as may be amended, the "<u>Agreement</u>") entered into between Buyer and Contractor. All capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

Contractor and Buyer acknowledge and agree that they have each agreed to the following amendments to the Agreement:

| TOTAL CONTRACT AMOUNT: \$40,000.00                 |
|--|
| NO REBATE  |
| EVERYTHING ELSE THE CONTRACT WILL REMAIN THE SAME. |
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Buyer warrants and represents to Contractor that Buyer is the sole legal owner of the Property, and that he/she/they have the authority to enter into this Amendment (and bind all owners of the Property hereto). Except as, and to the extent, expressly amended hereby, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

# **Agreed and Accepted By:**

| Buyer(s):                                     | <u>Contractor</u> :                |
|---|------------------------------------|
| DocuSigned by:  Gregory Bowl  1DB2C3F34E5F42F | Power Home Solar LLC               |
| Date: April 23, 2021   6:55 PM EDT            | By: Saeem Ahmed  Name: Saeem Ahmed |
| (Signature)                                   | Name:  BRANCH MANAGER  Title:      |
| Date:   | Date: Pril 23, 2021   4:40 PM ED   |